1	SCOTT J. SAGARIA (BAR # 217981) SISagaria@sagarialaw.com	
2 3	SJSagaria@sagarialaw.com ELLIOT W. GALE (BAR #263326) Egale@sagarialaw.com SAGARIA LAW, P.C.	
4	333 West San Carlos Street, Suite 1750 San Jose, CA 95110	
5	408-279-2288 ph 408-279-2299 fax	
6	Attorneys for Plaintiff	
7		
8	UNITED STAT	TES DISTRICT COURT
9	NORTHERN DIS	STRICT OF CALIFORNIA
10		
11		CASE NO.: 4:12-cv-02452-CW
12		
13		FIRST AMENDED COMPLAINT FOR DAMAGES:
14	MARPU VENUGOPAL,	Violation of Fair Credit Reporting Act;
15	Plaintiff,	2. Violation of California Consumer Credit Reporting Agencies Act;
16	V.	3. Violation of California Unfair Business Practices Act
17	CITIBANK, NATIONAL ASSOCIATION	
18	an FDIC insured corporation and DOES 1	
19	through 100 inclusive,	
20	Defendants.	
21		
22	COMES NOW Plaintiff MARPU VENUGO	OPAL, an individual, based on information and belief
23	to allege as follows:	
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FIRST AMENDED COMPLAINT - 1

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INTRODUCTION

1. This action seeks redress for the unlawful and deceptive practices committed by the Defendants in connection with their inaccurate reporting of Plaintiff's discharged debt. In particular, Defendant reported inaccurate overdue payments and an outstanding balance on Plaintiff's discharged credit account to Experian after discontinuing such reporting to Transunion and Equifax upon conclusion of its investigation. In addition, Defendant failed to report to Experian that the account information was in dispute. Plaintiff seeks monetary and declaratory relief based on violations of Fair Credit Reporting Act, 15 U.S.C. 1681s-2(b), California Consumer Credit Reporting Agencies Act, California Civil Code §1785.25(a), and California Business and Professions Code § 17200.

JURISDICTION AND VENUE

- 2. Plaintiff re-alleges and incorporates herein by this reference the allegations in each and every paragraph above, fully set forth herein.
- 3. Plaintiff, Marpu Venugopal (hereinafter "Plaintiff"), is an individual and currently resides in the county of Santa Clara, California.
- 4. This venue is proper pursuant to California Code of Civil Procedure § 395.5.
- 5. This Court has jurisdiction over Plaintiff's allegations pursuant to California Code of Civil Procedure § 410.10 et seq.
- 6. Plaintiff is a natural person and competent adult who at all relevant times in this Complaint resided in the State of California.
- 7. Defendant, Citibank, National Association (hereinafter "Creditor") is located at 701 East 60th Street North, Sioux Falls, South Dakota 57104. Creditor collects debts on its own behalf throughout the county of Santa Clara.
- 8. Plaintiff is unaware of the true names and capacities of Defendants DOES 1 through 100, inclusive. Plaintiff is informed and believes and thereon alleges that each fictitious Defendant was in some way responsible for the matters and things complained of herein, and in some fashion, has legal responsibility therefore. When the exact nature and identity of each fictitious Defendant's responsibility for the matters and things

 herein alleged are ascertained by Plaintiff, Plaintiff will seek to amend this Complaint and all proceedings to set forth the same, pursuant to California Code of Civil Procedure § 474.

9. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, each of Defendant is, and at all relevant times herein was, the agent, employee, and alter ego of each of the remaining Co-Defendants, and in committing the acts herein alleged, was acting in the scope of their authority as such agents, employees, or alter egos and with the permission and consent of the remaining Co-Defendants.

PRE-LITIGATION CLAIM FILINGS

10. On or about May 5, 2011 Plaintiff sent the three credit reporting agencies Experian, Equifax, and Transunion ("CRA's") written notice disputing Creditor's inaccurate reporting of overdue payments on an account included in Plaintiff's bankruptcy petition. Pursuant to Section 1681i(a)(2) of the Fair Credit Reporting Act, all three CRA's provided notice to Creditor of Plaintiff's dispute. After receiving notice of Plaintiff's allegations, Creditor acknowledged the inaccuracy of the overdue payments by discontinuing reporting any negative information to Transunion and Equifax. Creditor, however, re-reported the overdue payments on Plaintiff's credit account to Experian.

GENERAL ALLEGATIONS

- 11. Plaintiff re-alleges and incorporates herein by this reference the allegations in each and every paragraph above, as though fully set forth herein.
- 12. On March 18, 2009 Plaintiff filed a voluntary Chapter 7 bankruptcy petition in the United States Bankruptcy Court for the Northern District of California.
- 13. In the Schedules filed with the petition in this case and on the master mailing matrix filed with the Clerk of this Court, a secured debt was listed on Schedule D in favor of Creditor in the amount of \$197,466.00 (hereinafter "Debt").
- 14. On June 23, 2009 Plaintiff was granted a discharge of all dischargeable debts pursuant to 11 U.S.C. § 727. Creditor was noticed by electronic transmission of Plaintiff's

- discharge on June 24, 2009. Since Plaintiff never re-affirmed Creditor's debt during his bankruptcy, Plaintiff alleges that this Discharge included this prepetition debt.
- 15. On or about May 2, 2011 Plaintiff pulled his Informative Research Credit Report, a compilation of reporting information from Experian, Transunion, and Equifax to ensure accurate reporting. The report indicates that Creditor reported an outstanding account balance of \$197,466 and overdue payments to all three CRA's each month from the time Plaintiff filed for bankruptcy up until entry of the discharge order. Plaintiff alleges that the information furnished was inaccurate because it suggests that the account was still collectable throughout Plaintiff's bankruptcy case and because the discharge order, which removed Plaintiff's legal obligation to pay Creditor, relates back to the date Plaintiff filed for bankruptcy.
- 16. On or about May 5, 2011 Plaintiff sent a letter to Experian, Equifax, and Transunion requesting a formal, full, and complete investigation of the information Creditor furnished on Plaintiff's credit account. Specifically, Plaintiff disputed the overdue payments reported throughout the pendency of Plaintiff's bankruptcy petition and the recent outstanding balance of \$197,466. Plaintiff alleges that the CRA's sent notice of his dispute to Creditor.
- 17. On or about May 17, 2011 Plaintiff received updated Equifax and Transunion credit reports in response to his dispute with the CRA's. Plaintiff alleges that the credit reports indicate Creditor removed the overdue payments from the payment history section and reported the account as discharged in bankruptcy with no amount past due. True and correct copies are attached as **Exhibits A**.
- 18. On or about May 25, 2011 Plaintiff received an updated Experian credit report. The credit reports indicate that Creditor re-reported the disputed overdue payments while also reporting an outstanding balance of \$197,466 as of May 2011. A true and correct copy is attached as **Exhibit B**.
- 19. On or about March 12, 2012 Plaintiff received his Service 1st credit report, a compilation of credit reports from Experian, Equifax, and Transunion. The credit report indicates that Creditor continued reporting the inaccurate information to Experian.

- 20. To date, Creditor refuses to correct Plaintiff's credit report despite being noticed of the original bankruptcy and re-noticed of its inaccurate reporting from all three CRA's. A true and correct copy is attached as **Exhibit C**.
- 21. The actions of Creditor as alleged herein are acts in violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b).
- 22. The actions of Creditors as alleged herein are acts in violation of the consumer credit reporting agencies act California Civil Code § 1785.25(a).
- 23. The actions of Creditors as alleged herein are acts in violation of the California Business and Professions Code § 17200.

FIRST CAUSE OF ACTION

(Violation Of Fair Credit Reporting Act 15 U.S.C. § 1681s-2(b)) (Against Defendant Creditor and Does 1-100)

- 24. Plaintiff re-alleges and incorporates herein by this reference the allegations in each and every paragraph above, as though fully set forth herein.
- 25. Creditor, in the course of regular business, reports information to credit reporting agencies.
- 26. Plaintiff promptly disputed Creditor's inaccurate reporting with Experian, Equifax, and Transunion. Plaintiff alleges that all three CRA's sent notice of Plaintiff's dispute to Creditor pursuant to Section 1681i(a)(2) of the Fair Credit Reporting Act. Creditor was thereafter under a duty to reasonably investigate Plaintiffs dispute pursuant to section 15 U.S.C. § 1681s-2(b).
- 27. Plaintiff alleges that Creditor's investigation of Plaintiff's dispute with Experian was unreasonable. More specifically, Creditor should have discovered from its records, including two notices sent from the bankruptcy noticing center and its investigation of Plaintiff's dispute with Transunion and Equifax, that the information Creditor furnished to Experian was inaccurate.
- 28. Plaintiff alleges that Creditor separately violated § 1681s-2(b) by failing to report to Experian that the account information was in dispute.

- 29. Plaintiff alleges that the Transunion and Equifax credit reports indicate Creditor found the information to be inaccurate during its investigation. As a result, Creditor should have reported the result of its investigation to Experian and removed the inaccurate information pursuant to 15 U.S.C. § 1681s-2(b)(1)(D)-(E).
- 30. Creditor's failure to correct the previously disclosed inaccuracies on Plaintiff's credit report was intentional and in reckless disregard of its duty to refrain from reporting inaccurate information. Consequently, creditor willfully and negligently failed to comply with its duty to investigate Plaintiff's dispute under 15 U.S.C. 1681(n) & (o).
- 31. As a direct and proximate result of Creditor's willful and untrue communications, Plaintiff incurred out of expenses including but not limited to reviewing credit reports from all three consumer reporting agencies, traveling to and from Plaintiff's counsel's office, sending demand letters, and such further expenses in an amount to be determined at trial.
- 32. As a further direct and proximate result of Creditor acts state herein, Plaintiff received a denial of credit from other credit agencies, was impeded in seeking necessary products and services from vendors, and suffered humiliation, embarrassment, anxiety, and loss of sleep.
- 33. Wherefore, Plaintiff prays for judgment as hereinafter set forth.

SECOND CAUSE OF ACTION

(Violation Of Consumer Credit Reporting Agencies Act California Civil Code § 1785.25(a)) (Against Defendants Creditor and Does 1-100)

- 34. Plaintiff re-alleges and incorporates herein by this reference the allegations in each and every paragraph above, as though fully set forth herein.
- 35. Creditor, in the ordinary course of business, regularly and on a routine basis furnishes information to one or more consumer credit reporting agencies.
- 36. Creditor intentionally and knowingly reported inaccurate and false information.

 Plaintiff alleges that Creditor re-reported overdue payments and an outstanding account

- balance on Plaintiff's discharged credit account to Experian after discontinuing such reporting to Transunion and Equifax.
- 37. Creditor had reason to know the information it re-reported to Experian was inaccurate based on the disputes from all three CRA's and the results of its investigation into Plaintiff's dispute with Transunion and Equifax.
- 38. Creditor failed to notify consumer reporting agencies that the information Defendant provided such agencies, was inaccurate before the end of 30 business days, in violation of California Civil Code § 1785.25(a).
- 39. Creditor failed to correct inaccurate information provided to the agencies as described hereinabove in violation of California Civil Code § 1785.25(a).
- 40. Creditor's communications of false information, and repeated failures to investigate, and correct their inaccurate information and erroneous reporting were done knowingly, intentionally, and in reckless disregard for their duties and Plaintiff's rights.
- 41. As a direct and proximate result of Creditors willful and untrue communications, Plaintiff has incurred out of pocket expenses including but not limited to reviewing credit reports from all three consumer reporting agencies, traveling to and from Plaintiff's counsel's office, sending demand letters, and such further expenses in an amount to be determined at trial.
- 42. As a further direct and proximate result of Creditor acts state herein, Plaintiff received a denial of credit from other credit agencies, was impeded in seeking necessary products and services from vendors, and suffered humiliation, embarrassment, anxiety, and loss of sleep.
- 43. Wherefore, Plaintiff prays for judgment as hereinafter set forth.

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THIRD CAUSE OF ACTION

(Unfair Business Practices Act California Business and Professions Code § 17200) (Against Defendant Creditor and Does 1-100)

- 58. Plaintiff re-alleges and incorporates herein by this reference the allegations in each and every paragraph above, as though fully set forth herein.
- 59. Plaintiff brings this action in individual capacity and on behalf of the general public.
- 60. Creditor at all times relevant to this Complaint, was engaged in the business of collections and providing services on credit to qualified applicants.
- 61. Commencing on or about January 18, 2011 and continuing to the present, Creditor committed the acts of unlawful practices as defined by Business and Professions Code § 17200 and described in the above stated Causes of Action.
- 62. Creditor's acts and practices described above were unlawful under the California Civil Code § 1785.25(a) and therefore constitute unlawful practices within the meaning of Business and Professions Code § 17200.
- 63. These unlawful business practices of Creditor are likely to continue and therefore will continue to injure Plaintiff by inaccurate record keeping, failure to correct inaccuracies and erroneous dissemination of inaccurate information, and present a continuing threat to the public.
- 65. Wherefore, Plaintiff prays for judgment as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

- a. For preliminary and permanent injunctive relief to stop Defendants from engaging in the conduct described above;
- b. Award \$10,000 in statutory and actual damages pursuant to 15 U.S.C. § 1681n and California Civil Code § 1785.31;
- c. Award punitive damages in order to deter further unlawful conduct pursuant to 15 U.S.C. § 1681n; and California Civil Code § 1785.31
- d. Award \$2,500 in civil penalties pursuant to California Business & Professions

Code § 17206;

- e. Award attorney's fees and costs of suit incurred herein pursuant to 15 U.S.C. § 1681n & o; California Civil Code § 1785.31;
- f. For determination by the Court that Creditor's policies and practices are unlawful and in willful violation of 15 U.S.C. § 1681n, et seq.; and California Business and Professions Code § 17200, et seq.;
- g. For determination by the Court that Creditor's policies and practices are unlawful and in negligent violation of 15 U.S.C. § 16810

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of this matter by jury.

SAGARIA LAW, P.C.

Dated: January 22, 2013 By: /s/ Elliot Gale

Scott Sagaria, Esq. Elliot Gale, Esq. Attorneys for Plaintiff

EXHIBIT A

ECUIFAX

CREDIT FILE: May 15, Confirmation #

Dear Venugopal Marpu:

Your request for Equifax to reinvestigate certain items of your credit file is now complete.

ou may also contact Equitax regarding the specific information contained within this letter or report within the next 60 Below are your results and a report of your credit file revised, as applicable, as a result of the reinvestigation. If you have additional questions regarding the reinvestigated items, please contact the source of that information directly days by visiting us at www.investigate.equifax.com.

Thank you for giving Equifax the opportunity to serve you.

The Results Of Our Reinvestigation

000974534-3848 Venugopal Marpu

P.O. Box 105518 Allanta, GA 30348

Public Record Information (This section includes public record items obtained from focal, state and federal courts.)

>>> We have reviewed the bankruptcy information. Case or ID # - 0951924 The results are: This bankruptcy is currently reporting as discharged. If you have additional questions about this item please contact. Northern District of CA, 208 S 1st St RM 3035, San Jose CA 95113-2701 Phone; (408) 535-5118

Disposition - Discharged CH-7; Current Disposition Date 06/23/2009; Date Reported 06/25/2009; Prior Disposition - Voluntary CH-7: Address: 280 S 1ST ST RM 3035 SAN JOSE, CA 95113-3010; (408) 535-5118 Bankruptcy Filed 03/2009; California Federal Bankruptcy; Case or ID # - 0951924; Type - Personal; Filer - Individual; Current

eported by credit grantors)	J : Voluntary Surrender K : Repossession L : Charge Off
7. (This section includes open and closed accounts.	5:150-179 Days Past Due 6:180 or More Days Past Due G: Collection Account H: Foreclosure
riformation ne last 4 digits of account numboris) have teen replaced by *	1:30-59 Days Past Due 2:60-89 Days Past Due 3:90-119 Days Past Due 4:120-149 Days Past Due
Credit Account in (For your security, the	Account History Status Code Descriptions

₽ >>> We have researched the credit account. Account # - 90005* The results are: Please be advised that this account is currently reporting as included bankruptcy do not report any late payments. If you have additional questions about this item please contact. Digital FCU, PO Box 9123, Mariborough MA bankruptcy on your credit file. Please be advised that account included in bankruptcy do not report any balance. Please be advised that account included 01752-9123 Digital Federal Gredit Union PO Box 9123 Mariborough MA 01752-9122

	Closed Closed
Zeditor Classification	Balloon Pey Date
Creditor (Deferred Pay Balloon Pay Start Date Amount \$0
Months Revd Activity Designator	
oths Revd	Churge Off Amount \$0
Mor	Date Mal, Churge Off Del, 1st Reid Amount 03/2009 \$0
Terms Frequency	Date of 1st Date of Delinquency Last Activity 12/2008
erms Duration	Date of 1st Delinquency 12/2008
vedit Limit Ter 50	Scheduled Paymnt Amount \$0
	Actual Paymnt Amount \$0
High Credit	Date of Lest Payment
Date Opened 10/2005	0.3
	Amount Past Dive
<u>,</u>	Balance Amount
Account Number 90005*	items As of Balance Date Reported Amount 03/2009

Status - Account included in Bankruptcy; Type of Loan - Conventional Re Mortgage; Whose Account - Individual Account; ADDITIONAL INFORMATION - Bankruptcy Chapter 7; Bankruptcy Discharged;

(Continued On Next Page)

Page 1 of

1135012038APP-000974534-3848-4170 - AS

File Number: Page: Date Issued:





Special Notes: If any Item on your credit report begins with (MED1), it includes medical information and the data following (MED1) is not displayed to anyone but 🖟 you except where permitted by law.

Account Information

The key to the right helps explain the payment history information contained in some of the accounts below. Not all accounts will contain payment history information, but some creditors report how you make payments each month in relation to your agreement with them.

N/A

OK

30

Date Pald:

60

Applicable

Unknown Current 30 days late

60 days late late

90 days 120 days late

Adverse Accounts

The following accounts contain information which some creditors may consider to be adverse. Adverse account information may generally be reported for 7 years from the date of the first delinquency, depending on your state of residence. The adverse information in these accounts has been printed in bracketst or is shaded for your convenience, to help you understand your report. They are not bracketed or shaded this way for creditors.

BANK OF AMERICA #431303699957****

PO BOX 17054 **WILMINGTON, DE 19850-7054** (800) 421-2110

Ratance: 50 Date Verified: 03/2011 High Balance: \$25,339 Credit Limit: \$24,000

Pay Status: Account Type: REVOLVING ACCOUNT Responsibility: INDIVIDUAL ACCOUNT Date Open: 04/2008 Date Closed: 03/2009

UNRATED

01/2009

Loan Type: CREDIT CARD Remarks: >CHAPTER 7 BANKRUPTCY

Estimated date that this item will be removed: 02/2016

CHASE BANK USA NA #540168302588****

PO BOX 15298 WILMINGTON, DE 19850 (800) 955-9900

Balance: Data Verified: 03/2009 High Balance: \$20,996 Credit Limit: \$21,000

UNRATED Pay Status: Account Type: REVOLVING ACCOUNT Responsibility: INDIVIDUAL ACCOUNT Date Open: 07/2003

Loan Type: CREDIT CARD Remarks: >CHAPTER 7 BANKRUPTCYC

Estimated date that this item will be removed: 01/2016

Date Closed: 03/2009 Date Paid: 02/2009

CITIBANK CBSD NA #542418064688****

701 E 60TH ST N SIOUX FALLS, SD 57104 Phone number not available

Balance: Date Verified: 05/2011 Credit Limit: \$7,710

Pay Status: UNRATED Account Type: REVOLVING ACCOUNT Responsibility: INDIVIDUAL ACCOUNT Date Openi 09/2008

Loan Type: CREDIT CARD

Remarks: >CHAPTER 7 BANKRUPTCYc

Estimated date that this item will be removed: 01/2016

Date Closed: 03/2009 Date Pald: 12/2008

CITIBANK NA #922136****

1000 TECHNOLOGY DR MS 504A O'FALLON, MO 63368-2240 (800) 685-0935

\$0 Balance: Date Verified: 05/2011 High Balance: \$199,166 Credit Limit: \$200,000

Pay Status: UNRATED Account Type: LINE OF CREDIT ACCOUNT Responsibility: INDIVIDUAL ACCOUNT Date Open: 11/2005 Date Closed: 08/2009

Loan Type: HOME EQUITY LOAN Remarks: >CHAPTER 7 BANKRUPTCY<

Estimated date that this item will be removed: 02/2016

DEPARTMENT STORES NATION #430851443780****

PO BOX 8218 MASON, OH 45040 (800) 243-6552

\$0 Date Verified: 05/2011 High Balance: \$1,197 Credit Limit: \$300

Pay Status: UNRATED Account Type: REVOLVING ACCOUNT Responsibility: INDIVIDUAL ACCOUNT Date Open: 12/2006 Date Closed: 03/2010 Date Pald: 06/2007

Loan Type: CREDIT CARD

Remarks: >CHAPTER 7 BANKRUPTCY(

Estimated date that this Item will be removed: 05/2014

EXHIBIT B



Date: May 17, 2011 Prepared for: VENUGOPAL MARPU Report number:

Page 5 of 26

Your accounts that may be considered negative (continued)

Credit items

19850

Apr 2008

Jun 2009 Date of status First reported

Not reported

Apr 2008

Date opened

0192602698 431303699957.... Payment history 2009 2008
MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR
MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR Address identification number umber

Terms Type Monthly Not reported payment Credit card High balance original amount Credit limit or

\$0 as of Mar 2011 Recent balance Responsibility Individual

This account is scheduled to continue on record until Apr Discharged through Bankruptcy Chapter 7. Status

Account History This item was verified and updated on May 2011.

Debt included in Chapter 7 Bankruptcy on June 23, 2009.

the original ben amount for an installment ben. This section also includes the scheduled payment amounts, amounts actually paid and the dates those payments were made. ND: No Data. Account history - If your creditor reported your account belances to us, we list them in this section as additional information about your account. Your balance history may also include your credit limit and high balance or AE = Account balance (S) DELS = Date payment received SPA = Scheduled payment amount (S) Actual amount paid (S)

888 0

May09 May09

Between May 2009 and May 2009, your credit limithligh balance was \$23,800

			ķ	Name of	
Payment history 2009 2009 MAY APR MAR FEB JAN DEC NOV OCT SEP J MOY APR MAR FEB JAN OK OK OK OK OK	Address identification number 0595821945	Partial account number 922136	Phone number (800) 685-0935	CITIBANK PO BOX 769006 SAN ANTONIO TX 78245	
OK OK OK OK O		Jun 2009	Nov 2005 Date of status	Date opened Nov 2005 First reported	
PR MAR FEB JAN		payment Not reported	Not reported Monthly	Type Revolving Terms	
DEC NOV OCT SEP AU			High balance \$200,000	Credit limit or original amount \$200,000	
G JUL JUN MAY APR M				Recent balance \$0 as of Apr 2011	
Payment history 2009 2009 2009 2009 2009 2009 2009 200	Account History Debt included in Chapter 7 Bankruptcy on June 23, 2009.	2016. This item was verified and updated on May 2011.	Discharged through Bankruptcy Chapter 7. This account is scheduled to continue on record until Mar	Responsibility Individual Status	

VON





Prepared for: VENUGOPAL MARPU
Date: May 17, 2011
Report number 15, 2011

Page 6 of 26

Your accounts that may be considered negative (continued)

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	B	S	8	197,466	Aprilo		ditional in
	8	B	8	197,466	Mario	SPA =S	formation s actually
	S	B	8	197,466	Feb10	Schedule	nabout y paid and
		S		197,466	Jan10	d paymer	our acco
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		8	8	197,466	Octo9	7= OFF	history n s were m
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	б	B	б	197,466	May09		high bala
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CITI CARDS/CITIBANK PO BOX 6500 SIOUX FALLS SD 57117 Phone number (800) 843-0777 Partial account number 542418064688 Address identification number 0299313157	Payment history 2009 2008 2008 2008 2008 2008 2008 2008	CHASE BANK USA PO BOX 15298 WILMINGTON DE 19850 Phone number (800) 955-9900 Partial account number 540168302588 Address identification number 0595821945
Date opened Sep 2008 First reported Sep 2008 Date of status Jun 2009	JUN MAY APR MAR FEB JAN OK OK OK OK OK OK 2004 DEC NOV OCT SEP AUG JUL OK OK OK OK OK OK	Date opened Jul 2003 First reported Aug 2003 Date of status Jun 2009
Type Credit card Terms Not reported Monthly payment Not reported	E JAN DEC NOV	Type Credit card Terms Not reported Monthly payment Not reported
Credit limit or original amount \$7,710 High balance \$9,248	DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB OK JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG OK	Credit limit or original amount \$21,000 High balance \$20,996
Recent balance \$0 as of May 2011	N MAY APR MAR FEB JA OK OK OK OK OK C NOV OCT SEP AUG	Recent balance \$0 as of May 2011
Responsibility Individual Status Status Discharged through Bankruptcy Chapter 7. Comment FCBA dispute resolved - consumer disagrees. Creditor's statement "Account closed at credit grantor's request." This item was verified and updated on May 2011. Account History Debt included in Chapter 7 Bankruptcy on June 23, 2009.	Payment history 2003 2008 2008 2008 MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG SK OK	Responsibility Individual Status Discharged through Bankruptcy Chapter 7. Creditor's statement "Account closed at credit grantor's request." This item was verified and updated on May 2011. Account History Debt included in Chapter 7 Bankruptcy on June 23, 2009.

Payment history
2008
2008
APR MAR FEB JAN DEC NOV OCT SEP
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EXHIBIT C

CBSM/Service 1st Information System 2865 Churn Creek Road Unit B Redding, CA 96002 Voice: (877) 814-1178 Fax: (877) 813-7178

Provided For: SAGARIA LAW

333 W SAN CARLOS ST #1700 SAN JOSE, CA 95110

CREDIT REPORT

Report No

Date Received 3/12/2012	Date Issued 3/12/2012	Requested By ELLIOT GALE
Loan Type	Job#	Charges \$17.00
Sources XP/TU/EF	Reference #	***************************************

Bornow Hambo NAPPU, VENUGOPAL Social Security No Age Longth		ranadu Addrasa				[XP/T	ru/EF					
BOTTONE HARMS	P	openy Address:	Charles The		GENERAL IN	FORMATION		NEW Y				
Current Address Despendents Despendent		Borrower Name MARPU, VI	ENUGOPAL			Social Security I	18 No.			Age	9	
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Dependents	1									engtl	1	
CREDITENIANE CREDITE	1											
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